

## The Honorable Marsha J. Pechman

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

JENNIFER BRITT, Individually and for  
Others Similarly Situated,

**Plaintiffs,**

V.

CLALLAM COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 2 d/b/a OLYMPIC  
MEDICAL CENTER, a Washington  
Municipal Corporation,

Defendant.

Case No. 3:23-cv-05377-MJP

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: Jan. 24, 2025  
Hearing Time: 10:00 a.m. PST

1           The Motion for Final Approval of Class and Collective Action Settlement filed by Plaintiff  
 2 Jennifer Britt came for hearing in the above-captioned court, the Honorable Marsha J. Pechman  
 3 presiding. Defendant does not oppose the motion.

4           In the Complaint, Plaintiff alleges that Defendant violated federal law and Washington  
 5 wage and hour laws with respect to a group of approximately 1,986 current and former non-exempt  
 6 employees who worked for Clallam County Public Hospital District No. 2 d/b/a Olympic Medical  
 7 Center (“Defendant” or “OMC”) and had a specific amount of threshold earnings. Throughout the  
 8 relevant time period, Plaintiff alleges she and other non-exempt employees were required to remain  
 9 on-duty during their unpaid meal and rest periods in accordance with OMC’s practices and  
 10 policies. Plaintiff also alleges she and other non-exempt employees were subject to a non-neutral  
 11 time-rounding practice which favored OMC to the detriment of the non-exempt employees. OMC  
 12 denies the allegations and denies any liability or wrongdoing.

13           Plaintiff alleges causes of action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C.  
 14 §§ 201, *et seq.*; and Washington State wage-and-hour laws, RCW 49.46, *et seq.*, 49.52, *et seq.*,  
 15 WAC § 296-126-092.

16           After informal discovery and investigation by Class Counsel, the Parties entered into arm’s  
 17 length settlement negotiations with the assistance of mediator Cliff Freed in an attempt to resolve  
 18 the claims. Following months of negotiations and with the assistance of Mr. Freed, the Parties  
 19 reached a global settlement that resolves all of the claims in the action as to the Class and Collective  
 20 Members. The Parties then negotiated and executed a long-form settlement agreement, which was  
 21 executed on June 28, 2024, filed at Dkt. # 36-1. The Parties thereafter negotiated and entered into  
 22 an addendum to the settlement agreement which re-defined the definition of the Class. *See* Dkt. #  
 23 42-1; 43.

24           Plaintiff filed a Motion for Preliminary Approval of Class and Collective Action Settlement  
 25 on June 28, 2024. *See* Dkt. # 36. The Court granted the motion on August 23, 2024. *See* Dkt. # 38.  
 26 The Court granted preliminary approval of the addendum on November 4, 2024. *See* Dkt. # 45.<sup>1</sup>  
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28 <sup>1</sup> The Settlement Agreement and Addendum are referred to collectively as the “Settlement.”

1 Before the Court is the last stage of the settlement approval process: final approval of the  
 2 Settlement. Plaintiff has separately moved for approval of attorneys' fees and costs, and the service  
 3 awards for the Class Representatives.

4 At the final approval hearing, Josephson Dunlap LLP and Frank Freed Subit & Thomas  
 5 LLP appeared for Plaintiffs, Class Members, and Collective Members, and Perkins Coie LLP  
 6 appeared for Defendant.

7 Having reviewed the papers and documents presented, having heard the statements of  
 8 counsel, and having considered the matter, the Court HEREBY ORDERS as follows:

9 1. The Court has jurisdiction over the claims of the Participating Class Members and  
 10 Opt-in Plaintiffs asserted in this proceeding and over all Parties to the action.

11 2. The Court finds that zero Class Members have objected to the Settlement and three  
 12 Class Members have requested exclusion from the Settlement. Additionally, 929 Collective  
 13 Members have returned valid opt-in forms.

14 3. The Court hereby excludes Jesse Lynn Blake, Vicki M. Weber-Gronvall, Nanette  
 15 L. Mulholland, Deborah L. Callahan, and Lauren A. Doyle from the Settlement and this Final  
 16 Approval Order and Judgment, on the basis of their Requests for Exclusion. Jesse Lynn Blake,  
 17 Vicki M. Weber-Gronvall, Nanette L. Mulholland, Deborah L. Callahan, and Lauren A. Doyle  
 18 have opted-out of the Settlement, and they shall not be paid any monies under the Settlement and  
 19 shall not be subject to the release of any claims under the Settlement.

20 4. The Court hereby GRANTS final approval of the terms and conditions contained  
 21 in the Settlement, as to the Participating Class Members and Opt-in Plaintiffs. The Court finds that  
 22 the terms of the Settlement are within the range of possible approval, pursuant to Federal Rule of  
 23 Civil Procedure 23 and applicable law.

24 5. The Court finds that: (1) the settlement amount is fair and reasonable to the  
 25 Participating Class Members and Opt-in Plaintiffs when balanced against the probably outcome of  
 26 further litigation relating to class and collective action certification, liability and damages issues,  
 27 and potential appeals; (2) sufficient discovery, investigation, research, and litigation have been  
 28 conducted such that counsel for the Parties at this time are able to reasonably evaluate their

1       respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
 2       would be presented by the further prosecution of the litigation; and (4) the proposed Settlement  
 3       has been reached as the result of intensive, serious, and non-collusive negotiations between the  
 4       Parties. Accordingly, the Court finds the Settlement was entered into in good faith.

5       6.       The Court hereby makes final its certification of the provisional Class and  
 6       Collective, in accordance with the Settlement, for the purposes of this Settlement only. The Class  
 7       is defined as all current and former hourly, non-exempt employees employed by Defendant in  
 8       Washington between April 27, 2020 and the date of preliminary approval (August 23, 2024), with  
 9       Threshold Earnings (defined as a proportionate settlement share of the Class Net Settlement Fund  
 10      that would be equal to or greater than 0.0075% of the Class Net Settlement Fund) as defined in the  
 11      Settlement Agreement at Paragraph I.B-C and the Addendum to the Class and Collective Action  
 12      Settlement Agreement. The ascertained Class Members are comprised of 1,986 individuals. The  
 13      Court hereby makes final its certification of the FLSA Collective comprised of the Opt-in Plaintiffs  
 14      in this Action.

15       7.       The Court hereby finally appoints Plaintiff as the Class Representative and as  
 16       representative for the Class and Collective.

17       8.       The Court hereby finally appoints Josephson Dunlap LLP, Bruckner Burch PLLC,  
 18       Frank Freed Subit & Thomas LLP, and Anderson Alexander PLLC as Class Counsel.

19       9.       The Court finds the approved Class and Collective Notice Packet (Dkt. ## 36-2,  
 20      36-3, and 42-1 at 51-61) constituted the best notice practicable under the circumstances and is in  
 21      full compliance with the applicable laws and the requirements of due process. The Court finds that  
 22      the Class and Collective Notice Packet fully and accurately informed the Class and Collective  
 23      Members of all material elements of the proposed Settlement, of their right to be excluded from  
 24      the Settlement, and of their right and opportunity to object to the Settlement. A full opportunity  
 25      has been afforded to the Class and Collective Members to participate in this hearing and all Class  
 26      and Collective Members and other persons wishing to be heard have been heard. Accordingly, the  
 27      Court determines that all Class Members that did not submit a Request for Exclusion are bound  
 28      by this Final Approval Order and Judgment.

1       10. The Court further finds that the Class and Collective Notice Packet fully and  
 2 accurately informed the Collective Members of all material elements of the proposed Settlement  
 3 and of their right to opt-in to the Settlement. Accordingly, the Court determines that all Opt-in  
 4 Plaintiffs are bound by this Final Order and Judgment.

5       11. The Court FINALLY APPROVES Class Counsel's request for attorneys' fees of  
 6 one-third of the Gross Settlement Amount, for a total of \$466,666.67. This amount is justified  
 7 under the common fund doctrine, the range of awards ordered in this District and Circuit, the  
 8 excellent results obtained, the substantial risk borne by Class Counsel in litigating this matter, the  
 9 high degree of skill and quality of work performed, the financial burden imposed by the  
 10 contingency basis of Class Counsel's representation of Plaintiffs, Class, and Collective Members,  
 11 and the additional work required of Class Counsel to bring this Settlement to conclusion. The Court  
 12 finds the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly  
 13 rates of Josephson Dunlap LLP are reasonable, and that the estimated hours expended are  
 14 reasonable.

15       12. The Court FINALLY APPROVES Class counsel's request for litigation costs in the  
 16 amount of up to \$6,500.00.

17       13. The Court FINALLY APPROVES service award of \$7,500 for Class  
 18 Representative, and finds that this award is fair and reasonable for the work Class Representative  
 19 provided to the Class and Collective, and justifies the broader release the Class Representative  
 20 executed.

21       14. The Court confirms the appointment of ILYM Group as Settlement Administrator  
 22 and approves its reasonable administration costs of up to \$15,000.00, which is to be paid from the  
 23 Gross Settlement Amount.

24       15. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the  
 25 following implementation schedule:

1	Effective Date	The date by which the Agreement is approved by the Court, and latest of: (i) if no objection to the settlement is made, or if an objection to the Settlement is made and Judgment is entered but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (ii) if Judgment has been entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
2	Deadline for Defendant to pay the Gross Settlement Amount into the Qualified Settlement Account	Within 15 business days after the Effective Date
3	Deadline for Defendant to deposit the amount of employer-side payroll taxes	Within 15 business days after the Effective Date or the date when the Settlement Administrator notifies Defendant of the final amount of Defendant's share of such payroll taxes, whichever is later
4	Deadline for ILYM Group to make payments under the Settlement to Participating Class Members, Opt-in Plaintiffs, Plaintiffs, Class Counsel, and itself	Within 15 days after Defendant funds the Gross Settlement Amount
5	Deadline for ILYM Group to send a reminder notice to Participating Class Members who have not cashed their Settlement Checks	90 days after issuance of the settlement checks
6	Check-cashing deadline	120 days after issuance of the settlement checks
7	Deadline for ILYM Group to send uncashed checks to the Washington State Department of Revenue Unclaimed Property Division	As soon as practicable after the check-cashing deadline
8	Deadline for ILYM Group to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	Within 10 days after final disbursement of all funds from the Gross Settlement Amount

24        16. The Court further ORDERS that, pending further order of this Court, all  
 25 proceedings in the Action, except those contemplated herein and in the Settlement, are stayed.

26        17. With this final approval of the Settlement, it is hereby ordered that all claims that  
 27 are released as set forth in the Settlement are barred as of the Effective Date.  
 28

1           18. The Court permanently enjoins all of the Participating Class members and Opt-in  
 2 Plaintiffs from pursuing, or seeking to reopen, any released claims (as defined in the Settlement  
 3 Agreement at Paragraph III.G) against Defendant and Released Parties (as defined in the  
 4 Settlement at Paragraph I.GG) as of the Effective Date.

5           19. The Court dismisses the above-captioned Action with prejudice and HEREBY  
 6 ENTERS JUDGMENT consistent with the Settlement and this Order to so dismiss the Action.  
 7 Accordingly, the Court HEREBY ORDERS, ADJUDGES, AND DECREES that all Participating  
 8 Class Members and all Opt-in Plaintiffs are permanently enjoined and barred from prosecuting  
 9 against any released claims (as defined in the Settlement at Paragraph III.G) against the Defendant  
 10 and Released Parties (as defined in the Settlement at Paragraph I.GG) as of the Effective Date.

11           20. The Court shall retain jurisdiction to enforce the terms of the Settlement.

12           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13           Dated: January 24, 2025



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 15           The Honorable Marsha J. Pechman  
 16           United States District Judge